# COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov


August 16, 2011


MEMBERS
DIST 1. FRANK BURT, JR.
2. ROBERT E. (BOB) JAMES
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER


Ms. Mary Elisabeth Duryea
President
Bay Minette Land Company
Post Office Box 340
Bay Minette, Alabama 36507

**RE: Execution of Lease Agreement – 119 West Second Street**

Dear Ms. Duryea:

The Baldwin County Commission, during its regularly scheduled meeting held on August 16, 2011, authorized the execution of a *Lease Agreement* between the Baldwin County Commission and Bay Minette Land Company, in order for the Baldwin County Commission to lease the premises located at 119 West Second Street in Bay Minette, Alabama, for occupancy and use as an office building for the Baldwin County Board of Registrars. The initial term of the *Lease Agreement* shall be 12 consecutive calendar months from September 1, 2011, to August 31, 2012; however, in the event either party fails to terminate, by providing a ninety (90) day written notice prior to August 31, 2012, or August 31 thereafter or extend the term, the *Lease Agreement* shall automatically renew on a year-to-year basis.

Enclosed is a **fully executed original** *Lease Agreement*, for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or David Brewer, County Administrator, at (251) 580-2550.

Sincerely,

FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item EA7

cc: David Brewer
David Pimperl
Kim Creech
Ron Cink
Wanda Gautney

ENCLOSURE


(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

STATE OF ALABAMA

COUNTY OF BALDWIN

# LEASE

THIS LEASE AGREEMENT, made and entered into by and between BAY MINETTE LAND COMPANY, an Alabama corporation, hereinafter referred to as "Lessor", and BALDWIN COUNTY COMMISSION, a governmental entity, hereinafter referred to as "Lessee".

W I T N E S S E T H:

1. Lease of Premises. The Lessor hereby grants, leases and demises unto the Lessee the following described property being situated in the City of Bay Minette, in Baldwin County, Alabama, which is described as follows:

> That certain building containing approximately 1900 square feet, located at 119 West Second Street in Bay Minette, Alabama, together with the entire parcel of real property, owned by Lessor, upon which it is located,

for occupancy and use as an office building for the Baldwin County Board of Registrars. The initial term of this lease shall be twelve (12) consecutive calendar months, from, to-wit: from the 1st day of September, 2011 to the 31st day of August, 2012. This period is herein referred to as the "term" or "period" of said lease. In the event that either Party fails to terminate, by providing written notice ninety (90) days prior to the expiration of the term, or extend the term of this lease, then the term shall automatically renew on a year-to-year basis. Unless otherwise agreed to in writing any extension or automatic renewal of the term shall be on the same terms and conditions as set forth herein. In the event Lessee desires to use the leased premises for any other purpose, Lessee will seek written approval from Lessor, approval not to be unreasonably withheld by Lessor.

2. Lease Payments. Lessee agrees to pay to Lessor for the term of this lease, in lawful money of the United States of America, monthly payments in the amount of One Thousand Dollars ($1,000.00). First payment shall be due and paid in advance upon occupancy with payment thereafter to be on the 10th day of each succeeding month for the duration of this lease.

3. Indemnify and Hold Harmless from Loss. Lessee agrees to completely indemnify and hold harmless Lessor, Lessor's agents and representatives, from any and all loss arising out of the Lessee's operations, and in furtherance of this covenant, agrees to maintain a policy of general liability insurance covering the premises and the business operation thereon naming Lessor as a Co-Insured or an additional insured, with limits of liability being not less than ($1,000,000/$2,000,000).

4. Use of Premises. The premises during the term of this lease shall be used and occupied solely for the purpose stated above and Lessee shall not use nor permit the same to be used for any other purpose or purposes without the prior consent, in writing, of Lessor. Lessee, at all times, shall fully comply with all laws, ordinances, and regulations of any lawful authority having jurisdiction of said premises but not limited to such as shall relate to health, safety, sanitation, and cleanliness. Lessee will not commit any waste to property nor permit the same to be done and will take good care of said premises at all times and will not, by any act or omission, render Lessor liable for any violation thereof.

5. Condition and Maintenance of Premises. Lessee shall examine said premises before taking possession, and Lessee's entry into possession shall constitute conclusive evidence that, as of the date thereof, the said premises were in good order and satisfactory condition. It is distinctly understood by all the parties hereto that Lessor does not warrant the condition of the premises or that the property is fit for any particular purpose except as hereinafter set out.

Lessor agrees to maintain the roof and outer walls of the building improvements (exterior structure), and it is distinctly understood that all other maintenance, including grounds, will be the responsibility of the Lessee, except that any mechanical equipment which is replaced shall be prorated between Lessor and Lessee based on the cost of the replacement, the manufacturer's warranted life of the equipment, and the remaining time under this lease.

6. Improvements. It is distinctly understood that any improvements, except trade fixtures, made upon said premises during the term of this lease, shall remain with the premises and shall become the property of Lessor upon termination of this lease. It is further understood and agreed that no improvements shall be made upon said property without the prior written consent of Lessor, and, further, that Lessor shall not be required to give such written

consent until it has been presented a written waiver of mechanics' or materialmen's liens by the contractor to place said improvements on the property.

7. Nuisances and Waste of Premises: Surrender. Lessee shall not permit, allow or cause any unreasonable act or deed to be performed or any practice to be adopted or followed in, on or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the right-of-way adjoining the premises. Lessee shall not permit, allow or cause any unreasonably noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam or vapors or any loud or disturbing noise, sound or vibration to originate on or be emitted from said premises. Lessee shall, at all times, keep said premises in an orderly condition and shall keep the entry ways adjoining the premises clean and free from rubbish and dirt. Lessee agrees to permit no waste of the property, but, on the contrary, to take good care of same, and, upon termination of this lease, to surrender possession of the same without notice in as good condition as at the commencement of the term or as they may be put in during the term of this lease.

8. Limitation of Lessor's Liability: Right to Close. Lessor, Lessor's agents or representatives shall not be liable for any loss of property of Lessee from said premises or for any damage to any property of Lessee, whether occasioned by war, act of God, act of man, riot, insurrection, or however occurring, except as may be directly from the failure of Lessor to perform any act required of Lessor under the terms of this agreement, after reasonable notice. Lessor, without liability to Lessee, shall have the right, and may, at any time, close the said premises whenever the same may become necessary in compliance with any law, order, regulation, or direction of any lawful authority or the agents, officers, or representatives thereof or, in the event of any public disturbance or like circumstance, which, in the judgment of Lessor, may appear proper or advisable, provided, however, that the rental payments for such periods shall be abated, and, if such closure shall last more than sixty (60) days, Lessee or Lessor may terminate this lease as to any remaining term.

9. Lessor's Right of Entry: Lessee's Duty to Keep Neat. Lessor, Lessor's agents or representatives, at all reasonable times, may enter said premises for the purpose of inspecting thereof, and, during the period of said lease, whether principal term or extension thereof, may enter to exhibit the premises to prospective tenants or purchasers, after reasonable

notice to Lessee. Lessee agrees to keep the building and curtilage in as neat condition as necessary for the property to show well.

10. Utilities. Lessee shall procure for Lessee's own account and shall pay the cost of all water, gas, electrical power and fuel consumed in, on or at said premises. Lessee shall also pay all costs associated with the Termite Protection Contract with Baldwin Gulf Coast Pest Control, Inc.

11. Eminent Domain. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to deliver pursuant to the final order, judgment or decree entered in the proceedings and exercise of such powers. All damages awarded to the taking of said premises or any part thereof shall be payable in the full amount thereof to, and the same shall be the property of Lessor, including, but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee of any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to Lessee for the loss of its lease value and cost of removal of furniture and fixtures owned by the Lessee.

12. No Assignments or Subletting. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit therein to any options herein contained or sublet said premises or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Lessee, except with the specified and considered consent of Lessor which will not be unreasonably withheld.

13. Defaults; Remedies. The happening of any one or more of the following listed events, hereinafter referred to as defaults, shall constitute a breach of this lease agreement on the part of the Lessee, namely:

(a) Filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, whether voluntary or involuntary;

(b) The failure of Lessee to pay any rent payable under this lease agreement and any extension thereof when due;

(c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or otherwise comply with any term or provision thereof;

(d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

(e) The levy of execution or attachment to other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, as satisfaction of any judgment, debt, or claim.

Upon the happening of any default, Lessor may, if Lessor elects to do so:

(a) Collect each installment of rental hereunder as and when the same matures; or

(b) Terminate the term of this lease agreement without further liability to Lessee hereunder; or

(c) Terminate Lessee's right to possession and occupancy of the premises without terminating the term of the lease agreement, and, in the event Lessor shall exercise this right of election, the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default.

Upon default of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or of occupancy of the premises without termination of the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. If Lessor shall elect to terminate Lessee's right to possession only without terminating the term of this lease, Lessor, at Lessor's option, may enter the premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from Lessee's obligation to pay the rents herein reserved for the full term hereof; and in such case, Lessee thereupon shall pay to the Lessor a sum equal to the entire amount of rent payable for the remainder of said term. Upon and after entry into possession with termination of the term hereof, Lessor shall take reasonable steps to relet the premises or any part thereof, for the account of Lessee to any person, firm, or corporation, other than Lessee, for such rent or for such time and upon such terms as Lessor, in Lessor's sole discretion, shall determine; PROVIDED, HOWEVER, that Lessor will make a reasonable effort to mitigate its damages by reletting the premises, but reserves the right to use its direction in selection of a tenant. If any rental collected by Lessor, upon such reletting for

Lessee's account, is not sufficient to pay monthly the full amount of the rental herein reserved and not theretofore paid by Lessee, together with the cost of any repairs, alterations or redecoration necessary for such reletting, Lessee shall pay Lessor the amount of each monthly deficiency upon demand; and, if the rent so elected for such letting is more than sufficient to pay the full amount of the rent reserved hereunder, together with the aforementioned costs, Lessor, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of Lessee to Lessor under the terms of this lease.

All remedies of Lessor are cumulative and are in addition to any other remedies accruing by law.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary to employ an attorney to enforce performance of any of the provisions of this lease or to obtain possession of the leased premises or otherwise to exercise any option to enforce any right given to such party upon default by the other party of any term, condition, stipulation, or obligation of this lease; and each party expressly waives all exemption, whether a corporation or individual, under the laws of any state of The United States of America, as against the collection of any debt herein or hereby incurred or secured.

14. Governing Law. This agreement is to be construed according to the laws of the State of Alabama.

15. Holding Over. Should Lessee without possession of the premises from Lessor after termination of this lease, whether by lapse of time or by election of either party or in any other manner provided herein or by law, the damages for which Lessee shall be liable to Lessor for such detention shall be, and hereby are, liquidated at sum equal to double the monthly rental installment payment stipulated herein for the period of such detention.

16. Relationship of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or partnership or joint venture, and the relationship between them shall be only that of landlord and tenant or lessor and lessee.

17. Lenience or Mercy not a Waiver of Lessor's Rights. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise

any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any covenants, conditions or options but the same shall remain in full force and effect within a reasonable time after notice of default. The receipt by Lessor of rent, with the knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. Non-Destruction by Invalidity. If any part of this agreement is declared by any court to be invalid, none of the other provisions shall be affected thereby.

19. Number and Gender. Any use of the singular applies also to the plural, and vice-versa, and any use of the masculine refers also to the feminine, and vice-versa.

20. Entire Agreement Contained. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided. This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed in duplicate on the date(s) opposite each signature, respectively.

BAY MINETTE LAND COMPANY,
an Alabama corporation

DATE: 7/11/11 BY: Mary Elisabeth Duryea
MARY ELISABETH DURYEA
As Its President

BALDWIN COUNTY COMMISSION,
a governmental entity

DATE: 8/16/2011 BY: Frank Burt
FRANK BURT, JR.
As Its Chairman

ATTEST:

DAVID BREWER
As Its Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jennifer R Parker, a Notary Public, in and for the State of Alabama at Large, hereby certify that MARY ELISABETH DURYEA, whose name as President of BAY MINETTE LAND COMPANY, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 11th day of July, 2011.

Jennifer R Parker
Notary Public, State of Alabama at Large
My Commission Expires: 6-23-2012

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., whose name as Chairman, and DAVID BREWER, whose name as Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and seal this 16 day of August, 2011.

Notary Public, Baldwin County, Alabama
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 4, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

FRED K. GRANADE of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
Post Office Drawer 1509
Bay Minette, Alabama 36507
(251) 937-2417

# BALDWIN COUNTY COMMISSION
## AGENDA ACTION FORM

CC
8-11-11

(Agenda Item Preparation Procedure)

**AGENDA ITEM NUMBER:** ____ EA7 ____

**Work Session Meeting Date:** August 9, 2011 **Commission Meeting Date:** August 16, 2011

**TITLE/SUBJECT:** **Execution of Lease Agreement – 119 West Second Street in Bay Minette (Bay Minette Land Company)**

**TO:** ***The Honorable Members of the Baldwin County Commission***
**THRU:** **David A. Z. Brewer, *County Administrator***

**FROM:** **David A. Z. Brewer, *County Administrator***
**David Pimperl, *CIS Director***

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**STAFF RECOMMENDATION:**

**Execute a Lease Agreement, between the Baldwin County Commission and Bay Minette Land Company, in order for the Baldwin County Commission to be leased the premises located at 119 West Second Street in Bay Minette, Alabama, for occupancy and use as an office building for the Baldwin County Board of Registrars** *(The initial term of the Lease Agreement shall be 12 consecutive calendar months from September 1, 2011, to August 31, 2012; however, in the event either party fails to terminate, by providing a 90 day written notice prior to August 31, 2012, or August 31 thereafter or extend the term, the Lease Agreement shall automatically renew on a year-to-year basis).*

**PREVIOUS COMMISSION ACTION:** **yes** X **no** ____ **Date:** September 1, 2009, regular meeting (see below)

**GENERAL BACKGROUND:**

During the September 1, 2009, regular meeting, the Baldwin County Commission (BCC) authorized a Lease Agreement, between the BCC and Bay Minette Land Company (BMLC), to allow the premises located at 119 West Second Street in Bay Minette to provide office space for the Baldwin County Board of Registrars. The Lease Agreement provided that the BCC shall pay the BMLC $1,000 per month as lease payments; further, the Lease Agreement had an initial term of September 1, 2009, to August 31, 2010, with a provision that in the event either party failed to terminate the Lease Agreement 90 days prior to each August 31st date that the Lease Agreement would automatically renew on a year-by-year basis.

During the May 17, 2011, regular meeting, the BCC voted to terminate the aforesaid Lease Agreement and vacate the premises related thereto by August 31, 2011.

The recommendation before the BCC, at this time, will continue the BCC's use of the premises located at 119 West Second Street in Bay Minette to provide office space for the Baldwin County Board of Registrars. The Lease Agreement provides that the BCC shall pay the BMLC $1,000 per month as lease payments; further, the Lease Agreement has an initial term of September 1, 2011, to

August 31, 2012, with a provision that in the event either party fails to terminate or extend the Lease Agreement 90 days prior to August 31, 2012, or August 31 thereafter that the Lease Agreement will automatically renew on a year-by-year basis.

**FINANCIAL IMPACT:** **N/A**_____

1. Total cost of recommendation: 12,000 annually
2. Are the funds budgeted for this recommendation? **yes**_____ **no**_____

   If not, why not:_____
3. Budget line item to be used: 51920.5221

   Balance remaining in the line item after recommended expenditure:
4. Will the recommendation create a need for continued funding, which is not included in the current budget? **yes**_____ **no**_____

   If yes, how will this funding requirement be met in the future?_____

   **Budget Manager Approval:** Ronald J. Cink **Date:** 8-10-11

**PROOF OF ADVERTISING:**

1. Was an advertisement required for this recommendation?

   **yes**_____ **no** X

**LEGAL IMPACT:** **N/A** _____

**CONSISTENCY WITH B.C. STRATEGIC PLAN – 2006-2016:** **N/A** X

**POLICY IMPACT:** **N/A** X

**PERSONNEL IMPACT:** **N/A** X

**IMPLEMENTATION:**

1. Department and individual responsible for follow up activities on recommendation: Kim Creech: Finance; Ron Cink: Budget; David Brewer: Administration; Wanda Gautney: Purchasing; David Pimperl: CIS.
2. Specific action/actions required as follow up: Correspondence to:

**Ms. Mary Elisabeth Duryea, President**

**Bay Minette Land Company**

**PO Box 340**

**Bay Minette, Alabama 36507**

3. Are other Departments/Individuals necessary to complete the follow up activities? If so, specify: Monica Taylor: Correspondence to be signed and mailed on August 16, 2011.

**ALTERNATIVES:**

1. As the Commission directs.

**ATTACHMENTS:**

1. Lease Agreement.
2. May 11, 2011, correspondence from BCC to BMLC (with BCC minute excerpts of May 17, 2011, BCC meeting).

STATE OF ALABAMA

COUNTY OF BALDWIN

# LEASE

THIS LEASE AGREEMENT, made and entered into by and between BAY MINETTE LAND COMPANY, an Alabama corporation, hereinafter referred to as "Lessor", and BALDWIN COUNTY COMMISSION, a governmental entity, hereinafter referred to as "Lessee".

WITNESSETH:

1. Lease of Premises. The Lessor hereby grants, leases and demises unto the Lessee the following described property being situated in the City of Bay Minette, in Baldwin County, Alabama, which is described as follows:

> That certain building containing approximately 1900 square feet, located at 119 West Second Street in Bay Minette, Alabama, together with the entire parcel of real property, owned by Lessor, upon which it is located,

for occupancy and use as an office building for the Baldwin County Board of Registrars. The initial term of this lease shall be twelve (12) consecutive calendar months, from, to-wit: from the 1st day of September, 2011 to the 31st day of August, 2012. This period is herein referred to as the "term" or "period" of said lease. In the event that either Party fails to terminate, by providing written notice ninety (90) days prior to the expiration of the term, or extend the term of this lease, then the term shall automatically renew on a year-to-year basis. Unless otherwise agreed to in writing any extension or automatic renewal of the term shall be on the same terms and conditions as set forth herein. In the event Lessee desires to use the leased premises for any other purpose, Lessee will seek written approval from Lessor, approval not to be unreasonably withheld by Lessor.

2. Lease Payments. Lessee agrees to pay to Lessor for the term of this lease, in lawful money of the United States of America, monthly payments in the amount of One Thousand Dollars ($1,000.00). First payment shall be due and paid in advance upon occupancy with payment thereafter to be on the 10th day of each succeeding month for the duration of this lease.

3. Indemnify and Hold Harmless from Loss. Lessee agrees to completely indemnify and hold harmless Lessor, Lessor's agents and representatives, from any and all loss arising out of the Lessee's operations, and in furtherance of this covenant, agrees to maintain a policy of general liability insurance covering the premises and the business operation thereon naming Lessor as a Co-Insured or an additional insured, with limits of liability being not less than ($1,000,000/$2,000,000).

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Lessor agrees to maintain the roof and outer walls of the building improvements (exterior structure), and it is distinctly understood that all other maintenance, including grounds, will be the responsibility of the Lessee, except that any mechanical equipment which is replaced shall be prorated between Lessor and Lessee based on the cost of the replacement, the manufacturer's warranted life of the equipment, and the remaining time under this lease.

6. Improvements. It is distinctly understood that any improvements, except trade fixtures, made upon said premises during the term of this lease, shall remain with the premises and shall become the property of Lessor upon termination of this lease. It is further understood and agreed that no improvements shall be made upon said property without the prior written consent of Lessor, and, further, that Lessor shall not be required to give such written

consent until it has been presented a written waiver of mechanics' or materialmen's liens by the contractor to place said improvements on the property.

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8. Limitation of Lessor's Liability: Right to Close. Lessor, Lessor's agents or representatives shall not be liable for any loss of property of Lessee from said premises or for any damage to any property of Lessee, whether occasioned by war, act of God, act of man, riot, insurrection, or however occurring, except as may be directly from the failure of Lessor to perform any act required of Lessor under the terms of this agreement, after reasonable notice. Lessor, without liability to Lessee, shall have the right, and may, at any time, close the said premises whenever the same may become necessary in compliance with any law, order, regulation, or direction of any lawful authority or the agents, officers, or representatives thereof or, in the event of any public disturbance or like circumstance, which, in the judgment of Lessor, may appear proper or advisable, provided, however, that the rental payments for such periods shall be abated, and, if such closure shall last more than sixty (60) days, Lessee or Lessor may terminate this lease as to any remaining term.

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12. No Assignments or Subletting. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit therein to any options herein contained or sublet said premises or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Lessee, except with the specified and considered consent of Lessor which will not be unreasonably withheld.

13. Defaults; Remedies. The happening of any one or more of the following listed events, hereinafter referred to as defaults, shall constitute a breach of this lease agreement on the part of the Lessee, namely:

(a) Filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, whether voluntary or involuntary;

(b) The failure of Lessee to pay any rent payable under this lease agreement and any extension thereof when due;

(c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or otherwise comply with any term or provision thereof;

(d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

(e) The levy of execution or attachment to other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, as satisfaction of any judgment, debt, or claim.

Upon the happening of any default, Lessor may, if Lessor elects to do so:

(a) Collect each installment of rental hereunder as and when the same matures; or

(b) Terminate the term of this lease agreement without further liability to Lessee hereunder; or

(c) Terminate Lessee's right to possession and occupancy of the premises without terminating the term of the lease agreement, and, in the event Lessor shall exercise this right of election, the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default.

Upon default of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or of occupancy of the premises without termination of the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. If Lessor shall elect to terminate Lessee's right to possession only without terminating the term of this lease, Lessor, at Lessor's option, may enter the premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from Lessee's obligation to pay the rents herein reserved for the full term hereof; and in such case, Lessee thereupon shall pay to the Lessor a sum equal to the entire amount of rent payable for the remainder of said term. Upon and after entry into possession with termination of the term hereof, Lessor shall take reasonable steps to relet the premises or any part thereof, for the account of Lessee to any person, firm, or corporation, other than Lessee, for such rent or for such time and upon such terms as Lessor, in Lessor's sole discretion, shall determine; PROVIDED, HOWEVER, that Lessor will make a reasonable effort to mitigate its damages by reletting the premises, but reserves the right to use its direction in selection of a tenant. If any rental collected by Lessor, upon such reletting for

Lessee's account, is not sufficient to pay monthly the full amount of the rental herein reserved and not theretofore paid by Lessee, together with the cost of any repairs, alterations or redecoration necessary for such reletting, Lessee shall pay Lessor the amount of each monthly deficiency upon demand; and, if the rent so elected for such letting is more than sufficient to pay the full amount of the rent reserved hereunder, together with the aforementioned costs, Lessor, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of Lessee to Lessor under the terms of this lease.

All remedies of Lessor are cumulative and are in addition to any other remedies accruing by law.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary to employ an attorney to enforce performance of any of the provisions of this lease or to obtain possession of the leased premises or otherwise to exercise any option to enforce any right given to such party upon default by the other party of any term, condition, stipulation, or obligation of this lease; and each party expressly waives all exemption, whether a corporation or individual, under the laws of any state of The United States of America, as against the collection of any debt herein or hereby incurred or secured.

14. Governing Law. This agreement is to be construed according to the laws of the State of Alabama.

15. Holding Over. Should Lessee without possession of the premises from Lessor after termination of this lease, whether by lapse of time or by election of either party or in any other manner provided herein or by law, the damages for which Lessee shall be liable to Lessor for such detention shall be, and hereby are, liquidated at sum equal to double the monthly rental installment payment stipulated herein for the period of such detention.

16. Relationship of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or partnership or joint venture, and the relationship between them shall be only that of landlord and tenant or lessor and lessee.

17. Lenience or Mercy not a Waiver of Lessor's Rights. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise

any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any covenants, conditions or options but the same shall remain in full force and effect within a reasonable time after notice of default. The receipt by Lessor of rent, with the knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. Non-Destruction by Invalidity. If any part of this agreement is declared by any court to be invalid, none of the other provisions shall be affected thereby.

19. Number and Gender. Any use of the singular applies also to the plural, and vice-versa, and any use of the masculine refers also to the feminine, and vice-versa.

20. Entire Agreement Contained. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns, except as otherwise provided. This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed in duplicate on the date(s) opposite each signature, respectively.

BAY MINETTE LAND COMPANY,
an Alabama corporation

DATE: 7/11/11 BY: Mary Elisabeth Duryea
MARY ELISABETH DURYEA
As Its President

BALDWIN COUNTY COMMISSION,
a governmental entity

DATE: _____ BY: _____
FRANK BURT, JR.
As Its Chairman

ATTEST:

_____
DAVID BREWER
As Its Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jennifer R Parker, a Notary Public, in and for the State of Alabama at Large, hereby certify that MARY ELISABETH DURYEA, whose name as President of BAY MINETTE LAND COMPANY, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 11th day of July, 2011.

Jennifer R Parker
Notary Public, State of Alabama at Large
My Commission Expires: 6-23-2012

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., whose name as Chairman, and DAVID BREWER, whose name as Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and seal this _____ day of _____, 2011.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires:_____

This instrument prepared by:

FRED K. GRANADE of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
Post Office Drawer 1509
Bay Minette, Alabama 36507
(251) 937-2417

# COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov



MEMBERS
DIST 1 FRANK BURT, JR.
2 ROBERT B. (BOB) JAMES
3 J. TUCKER DORSEY
4 CHARLES F. GRUBER


May 11, 2011

Ms. Mary Elisabeth Duryea
President
Bay Minette Land Company
Post Office Box 340
Bay Minette, Alabama 36507

**RE: Termination of Lease Agreement**

Dear Ms. Duryea:

The Baldwin County Commission, during its regularly scheduled meeting held on May 17, 2011, voted to **terminate** the current *Lease Agreement*, between the Bay Minette Land Company and Baldwin County Commission, related to property located at 119 West Second Street in Bay Minette, Alabama and vacate the aforesaid premises by August 31, 2011.

If you have any questions or need further assistance, please do not hesitate to contact me or David Pimperl, CIS Director, at (251) 937-0351.

Sincerely,

FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item GA2

cc: David Pimperl
David Brewer
Kim Creech
Eva Cutsinger

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

**(GA2) - BAY MINETTE LAND COMPANY - TERMINATION OF LEASE AGREEMENT FOR PROPERTY LOCATED AT 119 WEST SECOND STREET IN BAY MINETTE, ALABAMA**

During the September 1, 2009, regular meeting, the Baldwin County Commission (BCC) authorized a Lease Agreement, between the BCC and Bay Minette Land Company (BMLC), to allow the premises located at 119 West Second Street in Bay Minette to provide office space for the Baldwin County Board of Registrars. The Lease Agreement provided that the BCC shall pay the BMLC $1,000.00 per month as lease payments; further, the Lease Agreement had an initial term of September 1, 2009, to August 31, 2010, with a provision that in the event either party failed to terminate the Lease Agreement ninety (90) days prior to each August 31st date that the Lease Agreement would automatically renew on a year-by-year basis.

The above staff recommendation, applying the BCC's continued desire to implement taxpayer savings, will provide written notice to the BMLC that the BCC shall terminate the Lease Agreement in conformance with the aforesaid ninety (90) day period requirement (i.e. written notice provided at least ninety (90) days prior to August 31, 2011).

The taxpayer savings will equate to $12,000.00 annually in negated lease payments and shall save more resources related to applicable utilities costs.

David Pimperl, CIS Director, is working to relocate the office of the Baldwin County Board of Registrars in Bay Minette to the Baldwin County Annex I Building (adjacent to the Baldwin County Administration Building).

MOTION BY COMMISSIONER ROBERT E. JAMES, SECONDED BY COMMISSIONER J. TUCKER DORSEY, IN AN EFFORT TO SAVE TAXPAYER RESOURCES TOTALING A MINIMUM OF $12,000.00 ANNUALLY AND IN ACCORDANCE WITH THE CURRENT APPLICABLE *LEASE AGREEMENT*, BETWEEN THE BAY MINETTE LAND COMPANY AND BALDWIN COUNTY COMMISSION, RELATED TO PROPERTY LOCATED AT 119 WEST SECOND STREET IN BAY MINETTE, ALABAMA, TO EXECUTE WRITTEN NOTICE TO THE BAY MINETTE LAND COMPANY INFORMING SAID ENTITY THAT THE BALDWIN COUNTY COMMISSION SHALL TERMINATE THE LEASE AGREEMENT AND BE COMPLETELY OUT OF THE AFORESAID PREMISES BY AUGUST 31, 2011.

Chairman Burt said he has spoken with Doris Hearn, Chairperson of the Board of Registrars, and her office has reviewed the space offered to them and they are pleased with the space.

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|---|---|---|---|
| **Ayes:** | **4** | **Commissioners:** | **Frank Burt Jr., Robert E. James, J. Tucker Dorsey, Charles F. Gruber** |
| **No:** | **0** | **Commissioners:** | **(None)** |
| **Abstain:** | **0** | **Commissioners:** | **(None)** |
| **Absent:** | **0** | **Commissioners:** | **(None)** |

***MOTION PASSED.***

**(HA1) - RESOLUTION #2011-082 - BALDWIN COUNTY SALES TAX HOLIDAY - EXEMPTION OF COUNTY SALES & USE TAXES FOR THE FIRST FULL WEEKEND IN AUGUST, 2011**

The Baldwin County Commission adopted a similar resolution (#2010-88) for August 6-8, 2010, for the 2010 "Sales Tax Holiday" and authorized by Act. No. 2006-574 to include exemption from County Sales and Use Tax.

The resolution meets the requirements of Act. No. 2006-574.

Al Ban, Sales and Use Tax Coordinator, and Kim Creech, Clerk/Treasurer, appeared before the Commission and said Baldwin County has participated in this State implemented event since it began. This is a good thing in allowing an exemption in the purchase of school clothing and supplies.

MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO ADOPT ***RESOLUTION 2011-082*** OF THE BALDWIN COUNTY COMMISSION WHICH, PURSUANT TO ACT. NO. 2006-574, HEREBY EXEMPTS COVERED ITEMS DEFINED BY ACT. NO. 2006-574 FROM ALL COUNTY SALES & USE TAXES WITH SAID EXEMPTION COMMENCING AT 12:01 A.M. ON THE FIRST FRIDAY IN AUGUST, 2011 (AUGUST 5, 2011) AND EXPIRING AT TWELVE MIDNIGHT ON THE FOLLOWING SUNDAY IN AUGUST, 2011 (AUGUST 7, 2011).

Commissioner James asked if this would be advertised to make the public aware of the exemption, in which Mr. Ban replied, "yes." Mr. Ban said it will be in all of the local newspapers as well as on the State and County websites.

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|---|---|---|---|
| **Ayes:** | **4** | **Commissioners:** | **Frank Burt Jr., Robert E. James, J. Tucker Dorsey, Charles F. Gruber** |
| **No:** | **0** | **Commissioners:** | **(None)** |
| **Abstain:** | **0** | **Commissioners:** | **(None)** |
| **Absent:** | **0** | **Commissioners:** | **(None)** |

***MOTION PASSED.***

8:15 A.M.

NOVEMBER, 2011
COUNTY COMMISSION CONFERENCE ROOM
BALDWIN COUNTY SATELLITE COURTHOUSE AT FAIRHOPE
1100 FAIRHOPE AVENUE, FAIRHOPE, ALABAMA
8:15 A.M.

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**(EA5) - RESOLUTION #2011-122 - CHANGING THE DATE OF THE AUGUST 2011, ROAD AND BRIDGE DIVISION MEETING**

ADOPT *RESOLUTION #2011-122* OF THE BALDWIN COUNTY COMMISSION WHICH CHANGES THE DATE OF THE AUGUST 18, 2011, ROAD AND BRIDGE DIVISION MEETING TO, INSTEAD, BE CONDUCTED AND HELD ON AUGUST 25, 2011, AT 8:00 A.M. IN THE 3RD FLOOR CONFERENCE ROOM AT THE BALDWIN COUNTY CENTRAL ANNEX II BUILDING LOCATED AT 22070 HIGHWAY 59 IN ROBERTSDALE, ALABAMA.

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**(EA7) - LEASE AGREEMENT WITH BAY MINETTE LAND COMPANY FOR 119 WEST SECOND STREET, BAY MINETTE - OFFICE BUILDING FOR THE BALDWIN COUNTY BOARD OF REGISTRARS**

EXECUTE A *LEASE AGREEMENT*, BETWEEN THE BALDWIN COUNTY COMMISSION AND BAY MINETTE LAND COMPANY, IN ORDER FOR THE BALDWIN COUNTY COMMISSION TO BE LEASED THE PREMISES LOCATED AT 119 WEST SECOND STREET IN BAY MINETTE, ALABAMA, FOR OCCUPANCY AND USE AS AN OFFICE BUILDING FOR THE BALDWIN COUNTY BOARD OF REGISTRARS. *(THE INITIAL TERM OF THE LEASE AGREEMENT SHALL BE 12 CONSECUTIVE CALENDAR MONTHS FROM SEPTEMBER 1, 2011, TO AUGUST 31, 2012; HOWEVER, IN THE EVENT EITHER PARTY FAILS TO TERMINATE, BY PROVIDING A 90 DAY WRITTEN NOTICE PRIOR TO AUGUST 31, 2012, OR AUGUST 31 THEREAFTER OR EXTEND THE TERM, THE LEASE AGREEMENT SHALL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS.)*

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**(EA8) - PROFESSIONAL SERVICES AGREEMENT WITH ROBERT A. WILLS - LEGAL SERVICES RELATED TO MEGA-SITE**

# COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 580-2550
FAX (251) 580-2500
www.baldwincountyal.gov

COUNTY ADMINISTRATOR
DAVID A. Z. BREWER
dbrewer@baldwincountyal.gov


March 5, 2013

Ms. Mary Elisabeth Duryea, President
Bay Minette Land Company
Post Office Box 340
Bay Minette, Alabama 36507

Dear Ms. Duryea:

The Baldwin County Commission (County) continues to appreciate the Bay Minette Land Company leasing the County the property and structure at 119 West Second Street in Bay Minette which remains the current location for the Office of the Board of Registrars of Baldwin County (Board of Registrars) at the County Seat. Recently, the Board of Registrars approached the County requesting permission for it to place a picnic table on the outside premises of the aforesaid location. The picnic table will be made of wood and will not be permanently affixed to the ground (affixed only to prevent its theft). If the County were to ever vacate the premises we will remove the picnic table to our care.

Per the Lease between the County and Bay Minette Land Company, specifically Section 6, entitled "Improvements," any improvements to the property must be approved by the Bay Minette Land Company. Therefore, this correspondence to you is seeking your permission for the placement of the picnic table on the premises at 119 West Second Street in Bay Minette.

We look forward to your written determination which you can send me at:

David Brewer
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

It remains my pleasure to be of service to you. If you have any questions, please call me at (251) 580-2550.

Sincerely,

DAVID A. Z. BREWER
County Administrator
Baldwin County Commission

cc: County Commissioners

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

Bay Minette Land Company
305 McMillian Avenue
Bay Minette, AL 36507
251-937 7183

March 29, 2013

David Brewer
County Administrator
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36707

Dear Mr. Brewer

Per your request this letter serves as written notice that the Bay Minette Land Company approves your request for the Board of Registrars to place a picnic table on the outside premises of the leased structure at 119 West Second Street in Bay Minette. The County will maintain the conditions of the picnic table and the picnic area. If the County vacates the premises it is the county's responsibility to remove the picnic table from the property.

Thank you for submitting the request. We hope the employees enjoy their new outside space.

Sincerely

Leisle Ewing Mims
Treasurer
Bay Minette Land Company